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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
04/17/2024
Darrel E. Parker, Executive Officer
BY Barajas-Garcia, Cynthia
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

WESLEY C. WILSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GOOD SAMARITAN SHELTER, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21CV04215

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

AND

**JUDGMENT ON ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 10, 2024
Time: 8:30 a.m.
Courtroom: Dept. SM 1
Judge: Hon. Patricia L. Kelly

Action Filed: October 20, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on April 10, 2024, upon Plaintiff's Motion for Final Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement") *see* Declaration of H. Scott
5 Leviant in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action
6 Settlement ["Leviant Decl."], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
9 Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough
14 investigation and research, and the attorneys for the Parties are able to reasonably evaluate their
15 respective positions. The Court also finds that settlement at this time will avoid additional substantial
16 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
17 action. The Court finds that the risks of further prosecution are substantial.

18 3. The parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered the
20 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
21 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
22 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
23 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
24 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
25 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

28 4. The Class Notice provided to the Settlement Class conforms with the requirements of

1 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
2 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
3 under the circumstances, by providing individual notice to all Class Members who could be identified
4 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
5 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
6 due process.

7 5. The following persons are certified as Class Members solely for the purpose of entering
8 a settlement in this matter:

9 All persons employed by Defendant within California and classified as nonexempt at
10 any point during the Class Period (the “Class Period” is the period from October 20,
11 2017, through October 18, 2023, inclusive (subject to the Escalator Clause) (Settlement,
12 ¶ 1.5; 1.12.) “Participating Class Member” means a Class Member who does not submit
a valid and timely Request for Exclusion from the Class portion of the Settlement.
(Settlement, ¶ 1.34.)

13 6. All Class Members who worked at any time between October 16, 2020 through the date
14 of final approval of the Parties’ settlement agreement by the Court are “Aggrieved Employees” for
15 purposes of distributing the \$6,000.00 as Individual PAGA Payments. Class Members cannot opt out of
16 the release of the PAGA claims and will therefore receive a share of the \$6,000, irrespective of whether
17 they are Participating Class Members.

18 7. Plaintiff WESLEY C. WILSON is appointed as the Class Representative. The Court
19 finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation
20 and have no conflicts of interest with absent Class Members, and that they adequately represented the
21 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam
22 Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

23 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
24 Administrator, pursuant to the terms set forth in the Agreement.

25 9. One Class Members timely requested exclusion from the Class. That Class Member is
26 Lori Nunes. All other Class Members are Participating Class Members and are bound by the Final
27 Approval Order and Judgment in the Action.

28 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and

1 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

2 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
3 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
4 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
5 \$5,000.00.

6 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
7 of \$88,625.63 to Moon Law Group, PC. Litigation expenses awarded to Moon Law Group, PC, are
8 approved by the Court in the amount of \$12,551.10.

9 13. The Court approves and orders payment in the amount of \$12,000.00 to Phoenix
10 Settlement Administrators, for performance of its services as the Settlement Administrator, as set forth in
11 the Notice to the Class.

12 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
13 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
14 have been completed.

15 15. The Court sets a non-appearance case review regarding compliance with all fund
16 distribution requirements under the Settlement for December 10, 2024, at 8:30 a.m., in Dept. SM 1 of the
17 above-entitled Court. A Final Report, including any declaration from the Settlement Administrator
18 regarding compliance, shall be filed with the Court no later than December 3, 2024.

19 16. The Court approves and orders payment in the amount of \$18,000.00 to the Labor and
20 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
21 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$6,000.00 shall be distributed to Class
22 Members as required under the Settlement.

23 17. Once Defendants fully fund the Settlement by paying all amounts due under the
24 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid
25 and timely request for exclusion as to claims other than the PAGA claim, and, as to the PAGA claim,
26 each Aggrieved Employee, regardless of whether they have requested exclusion from the Settlement of
27 Class claims, will release claims as follows:

28 All Participating Class Members, on behalf of themselves and their respective former

1 and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, release the Released Parties from all claims that were alleged, or reasonably
3 could have been alleged, based on the facts stated in the Complaints including, without
4 limitation, statutory, constitutional, contractual, and/or common law claims for wages,
5 reimbursements, damages, penalties (but excluding penalties under the California Labor
6 Code's Private Attorneys General Act of 2004, as amended, California Labor Code §
7 2698, et seq., which are addressed in Section 5.3), liquidated damages, interest,
8 attorneys' fees, litigation costs, restitution, or equitable relief, including without
9 limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
10 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, California
11 Business and Professions Code § 17200, et seq., any IWC Wage Orders (as codified in
12 the California Code of Regulations), any and all claims involving any alleged failure to
13 pay minimum and regular rate wages, failure to pay overtime compensation, failure to
14 provide meal periods, failure to authorize and permit rest breaks, failure to timely pay
15 final wages at termination, failure to provide accurate itemized wage statements, and
16 unfair business practices. Except as set forth in Section 5.3 of [the] Agreement,
17 Participating Class Members do not release any other claims, including claims for
18 vested benefits, wrongful termination, violation of the Fair Employment and Housing
19 Act, unemployment insurance, disability, social security, workers' compensation, or
20 claims based on facts occurring outside the Class Period.

21 All Non-Participating Class Members and Participating Class Members who are
22 Aggrieved Employees (collectively, "Aggrieved Employees") are deemed to release, on
23 behalf of themselves and their respective former and present representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
25 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
26 based on the facts stated in the Complaints and the PAGA Notice including, without
27 limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
28 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, any
IWC Wage Orders (as codified in the California Code of Regulations), any and all
claims involving any alleged failure to pay minimum and regular rate wages, failure to
pay overtime compensation, failure to provide meal periods, failure to authorize and
permit rest breaks, failure to timely pay final wages at termination, and failure to
provide accurate itemized wage statements.

"Released Parties" means Defendant Good Samaritan Shelter and its related entities and
each of their respective former and present directors, officers, shareholders, partners,
principals, consultants, related entities, parents, subsidiaries, managers, owners,
members, employees, contractors, trustees, fiduciaries, beneficiaries, agents, affiliates,
representatives, attorneys, accountants, payroll companies, insurers, predecessors,
successors, and assigns.

18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
pursuant to Labor Code § 2699(l)(3).

19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
in the Settlement Agreement.

In the Judgment set forth below, the Court's Final Approval Order is incorporated in its entirety.

1 The Court now enters Judgment following the grant of Final Approval. The Judgment set forth below is
2 intended to be a final disposition of the Action in its entirety and is intended to be immediately
3 appealable.

4 5 **JUDGMENT**

6 In accordance with and for the reasons stated in the Final Approval Order above, Judgment shall
7 be entered whereby the Plaintiff, all Class Members, and all Aggrieved Employees shall take nothing
8 from Defendants, except as expressly set forth in the Final Approval Order and the Settlement.

9 The Class Members are:

10 All persons employed by Defendant within California and classified as nonexempt at
11 any point during the Class Period (the “Class Period” is the period from October 20,
12 2017, through October 18, 2023, inclusive (subject to the Escalator Clause) (Settlement,
13 ¶ 1.5; 1.12.) “Participating Class Member” means a Class Member who does not submit
14 a valid and timely Request for Exclusion from the Class portion of the Settlement.
15 (Settlement, ¶ 1.34.)

16 One Class Members timely requested exclusion from the Class. That Class Member is Lori
17 Nunes. All other Class Members are Participating Class Members and are bound by the Final Approval
18 Order and Judgment in the Action.

19 All Class Members who worked at any time between October 16, 2020 through the date of final
20 approval of the Parties’ settlement agreement by the Court are “Aggrieved Employees” for purposes of
21 distributing the \$6,000.00 as Individual PAGA Payments. Class Members cannot opt out of the release
22 of the PAGA claims and will therefore receive a share of the \$6,000, irrespective of whether they are
23 Participating Class Members.

24 Once Defendants fully fund the Settlement by paying all amounts due under the Settlement, the
25 Class Representative, the Class and each Class Member who has not submitted a valid and timely request
26 for exclusion as to claims other than the PAGA claim, and, as to the PAGA claim, each Class Member,
27 regardless of whether they have requested exclusion from the Settlement of Class claims, will release
28 claims as follows:

29 All Participating Class Members, on behalf of themselves and their respective former
30 and present representatives, agents, attorneys, heirs, administrators, successors, and
31 assigns, release the Released Parties from all claims that were alleged, or reasonably

could have been alleged, based on the facts stated in the Complaints including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, penalties (but excluding penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code § 2698, et seq., which are addressed in Section 5.3), liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, California Business and Professions Code § 17200, et seq., any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any alleged failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and unfair business practices. Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

All Non-Participating Class Members and Participating Class Members who are Aggrieved Employees (collectively, "Aggrieved Employees") are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaints and the PAGA Notice including, without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698, any IWC Wage Orders (as codified in the California Code of Regulations), any and all claims involving any alleged failure to pay minimum and regular rate wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to timely pay final wages at termination, and failure to provide accurate itemized wage statements.

"Released Parties" means Defendant Good Samaritan Shelter and its related entities and each of their respective former and present directors, officers, shareholders, partners, principals, consultants, related entities, parents, subsidiaries, managers, owners, members, employees, contractors, trustees, fiduciaries, beneficiaries, agents, affiliates, representatives, attorneys, accountants, payroll companies, insurers, predecessors, successors, and assigns.

Upon the occurrence of the Effective Date, as defined in the Settlement, the Court hereby orders that Plaintiff shall further release all unknown claims against Defendant and/or the Released Parties which are covered by California Civil Code Section 1542, and Plaintiff waives this section, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval Order, according to the deadlines specified in the Settlement.

1 The Court finds that the Settlement offers significant monetary recovery to Class Members and
2 Aggrieved Employees, and finds that such recovery is fair, adequate and reasonable when balanced
3 against further litigation related to liability and damages issues. The Court further finds that the Parties
4 have conducted significant investigation, formal and informal discovery, research and litigation such that
5 counsel for the Parties are able to reasonably evaluate their respective positions at this time. The Court
6 finds that the proposed Settlement, at this time, will avoid substantial additional time and costs for all
7 Parties, as well as avoid the risks and delay inherent to further prosecution of the claims being alleged.
8 The Court further finds that the Parties reached the Settlement as the result of serious and non-collusive,
9 arms-length negotiations. Thus, the Court approves the term set forth in the Settlement and finds that the
10 Settlement is, in all respects, fair, adequate and reasonable, and consistent with and in compliance with
11 California law, and orders the Parties to effectuate the Settlement according to its terms.

12 The Court approves the payments to the participating Class Members and Aggrieved Employees,
13 according to the terms of the Settlement Agreement and this Final Approval Order and Judgment.

14 In accordance with the terms of the Settlement, the Court orders that all participating Class
15 Members and Aggrieved Employees, regardless of whether or not they cash any individual settlement
16 amount check, will be bound by the releases detailed in the Settlement and this Order.

17 The Court hereby orders that in accordance with the Settlement, any and all future claims brought
18 by Class Members and/or Aggrieved Employees (as well as their heirs, executors and administrators,
19 successors and assigns) within the definition of Released Claims shall be barred by res judicata, upon the
20 occurrence of the Effective Date. The Court orders that upon the occurrence of the Effective Date, all
21 Released Claims of each and every Class Member and Aggrieved Employee are and shall be deemed to
22 be conclusively released as against Defendant and the Released Parties (as set forth in the Settlement).
23 The Court orders that upon the occurrence of the Effective Date, all Class Members and Aggrieved
24 Employees are forever barred and enjoined from commencing, prosecuting, or continuing, either directly
25 or indirectly, against Defendant and the Released Parties, in this or any other jurisdiction or forum, any
26 and all Released Claims. The Court orders that upon the occurrence of the Effective Date, Plaintiff is
27 hereby forever barred and enjoined from commencing, prosecuting, or continuing, either directly or
28 indirectly, against Defendant and the Released Parties, in this or any other jurisdiction or forum, any and

1 all of the Released Claims.

2 Neither this Order and Judgment nor the Settlement (or any other document referred to in this
3 Order and Judgment or the Settlement) is, may be construed as, or may be used as, an admission of
4 liability or fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the
5 lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties and,
6 to the extent permitted by law, neither this Order and Judgment nor the Settlement, nor any of their terms
7 or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as
8 evidence or received in evidence in any pending or future civil, criminal, or administrative action or
9 proceeding to establish any liability of, or admission by, the Released Parties. Notwithstanding the
10 foregoing, nothing in this Order shall be interpreted as prohibiting the use of this Order or the entry of
11 Judgment in a proceeding to consummate or enforce the Settlement, or defend against the assertion of
12 claims in any other proceeding, or as otherwise required by law. This Order and the Settlement may be
13 filed in any action against or by Defendant or the Released Parties to support a defense of res judicata,
14 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit,
15 or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

16 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
17 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
18 Class Members, Aggrieved Employees, and Defendant, for the purposes of:

- 19 (a) supervising the implementation, enforcement, construction, and interpretation of the
20 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
21 and the Judgment; and
22 (b) supervising distribution of amounts paid under this Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: 4/17/2024

26 
Hon. Patricia L. Kelly
SANTA BARBARA SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT ON ORDER GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

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